IN THE UNITED STATE DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

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| Amber Jackson Turnipseed<br>Plaintiff<br><br>v.<br><br>Nationstar Mortgage LLC<br>Defendant(s) | )<br>)<br>)<br>)<br>)<br>)<br>)<br>) | Case No._____________ |

## CIVIL ACTION COMPLAINT

### Introduction

1. This is an action for actual and statutory damages filed by the Plaintiff for violations of the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA) and specifically of the Regulations enacted pursuant thereto by the Consumer Financial Protection Bureau (CFPB). This is also an action for actual and statutory damages filed by the Plaintiff for violations of the Real Estate Settlement Procedures Act, ("RESPA") and the Truth in Lending Act, 15 U.S.C. §§ 1601 et. seq. ("TILA").

2. This action is specifically filed to enforce the Regulations that became effective on January 10, 2014, specifically 12 CFR Section 1024.41 of Regulation X.

3. This is also an action for violations of the Fair Debt Collection Practices Act,("FDCPA").

4. This is also an action for breach of contract, breach of the covenant of good faith and fair dealings, promissory estoppel and negligent mortgage servicing.

### Jurisdiction and Venue

5. The jurisdiction of this Court arises under 28 U.S.C. § 1331.

6. This Court has jurisdiction to hear the claims for relief under the Real Estate Settlement Procedures Act pursuant to Section 2614 of Title 12 of the United States Code and jurisdiction to hear the claims for relief under the Truth in Lending pursuant to 15 U.S.C.A. section 1641.

7. This court also has jurisdiction to hear the Fair Debt Collection Practices Act violations pursuant to Section 1692 of Title 15 of the United States Code.

8. This Court has supplemental jurisdiction to hear all state law claims pursuant to Section 1367 of Title 28 of the United States Code.

9. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendants transact business here.

**Parties**

10. Plaintiff, Amber Jackson Turnipseed, is a citizen and resident of Davidson County TN. She is hereinafter referred to as the "Plaintiff".

11. Defendant, Nationstar Mortgage LLC, is a Delaware corporation with a principle office located at 8950 Cypress Waters Boulevard, Dallas, TX 75063. Nationstar Mortgage LLC is registered with the Tennessee Secretary of State. The Registered Agent for service of process is Corporation Service Company, 2908 Poston Avenue, Nashville, TN 37203-1312.

12. Nationstar Mortgage LLC will hereinafter be referred to as "Defendant".

**Factual Allegations**

13. On October 15, 2008, the Plaintiff executed a note and deed of trust with NVR Mortgage Finance Incorporated, which is recorded by instrument number 20081016-0104071 in the Davidson County Register of Deed's office. The Deed of Trust is attached as Plaintiff's Exhibit 1.

14. According to the Deed of Trust, NVR nominated the Mortgage Electronic Registration System as the beneficiary.

15. Shortly after Plaintiff took out her mortgage/note, the servicing transferred to Bank of America NA AKA and/or which held a subsidiary FKNA BAC Home Loans Servicing LP. The Plaintiff, executed a loan modification with the Defendant's predecessor in May 2013, copy attached as Plaintiff's Exhibit 2.

16. In or around August, 2013, shortly after the aforementioned loan modification, Exhibit 2, the Defendant took over servicing the Plaintiff's loan. Since her loan modification, the Plaintiff has made and/or attempted to make all post loan modification payments. She attaches, as Exhibit 3, proof of post loan modification payments through October 2014. As Exhibit 4, the Plaintiff attaches proof, in the form of a cashier's check sent to the Defendant based on an email to counsel regarding the attempted foreclosure which was an attempt on the Plaintiff's part to resolve the inaccurate, incorrect and wrong accounting and numbers from the Defendant. In fact, the Defendant actually rejected the first tendered cashier's check from the Plaintiff.

17. In November 2014, the Plaintiff's bank sent an email indicating to her that the Defendant had refused payment, copy of the email notice is attached as Plaintiff's Exhibit 5.

18. The Defendant initiated foreclosure proceedings against the Defendant. As Exhibit 6, the Plaintiff attaches notices from the foreclosure mill law firm.

19. The foreclosure process caused several solicitations to be sent to the Plaintiff, attached as Exhibit 7.

20. In December 2014, the Plaintiff sent a payoff request pursuant to Regulation X/Z, RESPA/TILA.

21. In December, 2014, the Plaintiff also sent a request pursuant to Regulation X/Z, RESPA/TILA requesting the identity and address for the Owner, servicer and master servicer of the Plaintiff's loan.

22. In December, 2014, the Plaintiff also sent a request pursuant to Regulation X/Z, RESPA/TILA requesting the amounts and dates of all payments received on the Plaintiff's loan from inception of the loan to present.

23. In December, 2014, the Plaintiff also sent a request pursuant to Regulation X/Z, RESPA/TILA requesting an itemization of any fees, expenses or charges incurred since the inception of the loan.

24. In December, 2014, the Plaintiff also sent a request pursuant to Regulation X/Z, RESPA/TILA requesting a statement indicating any mortgage payment changes or adjustments since the inception of the loan.

25. In December, 2014, the Plaintiff also sent a request pursuant to Regulation X/Z, RESPA/TILA requesting the date that the Defendant starting servicing the loan.

26. In December, 2014, the Plaintiff also sent a request pursuant to Regulation X/Z, RESPA/TILA requesting an updated escrow statement since January 1, 2012.

27. The Plaintiff attaches copies of the RESPA-Regulation X and the TILA-Regulation Z requests collectively as Plaintiff's Exhibit 8.

28. As of the filing of this civil action, the Defendant has failed to respond to the Plaintiff's requests and any limited responses have been nonresponsive, incomplete and/or inaccurate.

29. The Plaintiff attaches collectively as Exhibit 9, copies of the Defendant's monthly billing statements. The statements vary from $9,488.91 past due in August 2014, to $7,626.51 past due in January 2015.

30. The Plaintiff also attaches as collective Exhibit 10, copies of the three major credit reports, the portions dealing with the Defendant's reporting. The Plaintiff's denial of credit, associated with an attempt to refinance to avoid the Defendant's wrongful foreclosure, is attached as Exhibit 11.

31. The Defendant has had representatives go to the Plaintiff's home on at least twelve occasions going so far as to look into the windows and leave door knockers on the Plaintiff's door.

32. The Defendant has telephoned the Plaintiff regarding her account being in default on numerous occasions.

33. The Defendant has published a foreclosure advertisement regarding the Plaintiff's property which has caused at least thirteen individuals, immediate family and friends, to contact her regarding her home being in foreclosure.

34. The Defendant's frequent visits to her home and the publication of the foreclosure has also caused the Plaintiff to have to try and explain to her ex-husband and her eight year old son why the Defendant was coming to the home and why the Defendant had published the foreclosure in the paper.

**First Count- Fraudulent-Negligent Mortgage Servicing**

35. Plaintiff incorporates by reference all of the above factual allegations and Exhibits as if fully set forth herein.

36. The Defendant has had the Plaintiff's loan in default since it acquired the servicing rights, see Exhibits 3, 9 and 10.

37. Despite the Plaintiff understanding from the Defendant's predecessor that she was at least contractually current via the loan modification, Exhibit 2, the Defendant has maintained her

delinquent status and has failed to properly apply payments in accordance with the deed of trust which outlines the application of payments.

38. This negligent accounting and servicing of the Plaintiff's loan has caused damage to the Plaintiff and has caused the Defendant to assess fees and charges that were unnecessary and unreasonable. The Plaintiff alleges that the Defendant's fraudulent actions are intentional and deliberate or, alternatively, the Defendant's actions are negligent.

39. Based on the Defendant's fraudulent and/or negligent acts, the Defendant is liable to the Plaintiff and the Plaintiff seeks injunctive relief, monetary damages and punitive damages including attorney's fees against the Defendant.

**Second Count- Breach of Contract**

40. Plaintiff incorporates by reference all of the above factual allegations and Exhibits as if fully set forth herein.

41. The Defendant has breached the contract between the parties, Exhibits 1 and 2. The Defendant has failed to properly acknowledge and/or account for the Plaintiff's loan. The Defendant has also failed to properly acknowledge and/or account for the Plaintiff's modification.

42. The parties entered into a loan agreement. The parties subsequently modified that agreement in writing.

43. The parties signed the modified agreement, see Exhibits 1 and 2.

44. The Defendant has breached the agreement, see Exhibits 3,4,5,6,9 and 10.

45. As a result of the Defendant's breach, the Plaintiff has suffered damage.

46. Based on the foregoing, the Defendant is liable to the Plaintiff and the Plaintiff seeks injunctive relief, monetary damages and punitive damages including attorney's fees against the Defendant.

**Third Count- Promissory Estoppel**

47. Plaintiff incorporates by reference all of the above factual allegations and Exhibits as if fully set forth herein.

48. The Plaintiff relied to her own detriment on the loan modification agreement between the parties. Based on the agreement, the Plaintiff was paying her mortgage and did not believe that her home was in jeopardy. While the Defendant was acknowledging but not crediting her loan modification, the Defendant was reporting inaccurate and incorrect information to the credit reporting agencies which ensured that the Plaintiff would be in no position to refinance and be faced with foreclosure and/or pay substantial fees and charges to keep her home, see Exhibits 4,5,6 and 9.

49. Based on foregoing, the Defendant is liable to the Plaintiff and the Plaintiff is entitled to appropriate damages, including attorney's fees, injunctive and equitable relief.

**Fourth Count- RESPA (Reg X)**

50. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

51. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

52. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR

10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.

53. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.

54. The Defendant in this case is subject to the said Regulations and does not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither is Defendant a "qualified lender," as defined in 12 CFR 617.7000.

55. The Plaintiff is asserting a claim for relief against the Defendant for breach of the specific Rules under Regulation X as set forth below. The Plaintiff has a private right of action under the Real Estate Settlement Procedures Act, 12 USC 2605(f) for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.

56. In December, 2014, the Plaintiff sent a request pursuant to Regulation X/Z, RESPA/TILA requesting the amounts and dates of all payments received on the Plaintiff's loan from inception of the loan to present.

57. The request was made by certified mail, having a tracking number 70142120000324763987/70142120000324763994. The request was mailed to the address noticed by the Defendant on the periodic billing statement for requesting such information as provided for by 12 C.F.R. §1024.36(b).

58. The request was received by the Defendant, on December 26, 2014, as evidenced by the United States Postal Receipt, see Exhibit 10.

59. The thirty business day time period for responding to this request expired on February 10, 2015.

60. The Plaintiff did not receive the requested information.

61. As a result of this lack of compliance by the Defendant, the Defendant is liable to the Plaintiff for actual damages, costs, legal fees and, with a pattern and practice, statutory damages of up to $2,000.00.

**Fifth Count- RESPA (Reg X)**

62. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

63. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

64. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.

65. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.

66. The Defendant in this case is subject to the said Regulations and does not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither is Defendant a "qualified lender," as defined in 12 CFR 617.7000.

67. The Plaintiff is asserting a claim for relief against the Defendant for breach of the specific Rules under Regulation X as set forth below. The Plaintiff has a private right of action under the

Real Estate Settlement Procedures Act, 12 USC 2605(f) for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.

68. In December, 2014, the Plaintiff sent a request pursuant to Regulation X/Z, RESPA/TILA requesting an itemization of any fees, expenses or charges incurred since the inception of the loan.

69. The request was made by certified mail, having a tracking number 70142120000324763987/70142120000324763994. The request was mailed to the address noticed by the Defendant on the periodic billing statement for requesting such information as provided for by 12 C.F.R. §1024.36(b).

70. The request was received by the Defendant, On December 26, 2014, as evidenced by the United States Postal Receipt, see Exhibit 10.

71. The thirty business day time period for responding to this request expired on February 10, 2015.

72. The Plaintiff did not receive the requested information.

73. As a result of this lack of compliance by the Defendant, the Defendant is liable to the Plaintiff for actual damages, costs, legal fees and, with a pattern and practice, statutory damages of up to $2,000.00.

**Sixth Count- RESPA (Reg X)**

74. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

75. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

76. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.

77. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.

78. The Defendant in this case is subject to the said Regulations and does not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither is Defendant a "qualified lender," as defined in 12 CFR 617.7000.

79. The Plaintiff is asserting a claim for relief against the Defendant for breach of the specific Rules under Regulation X as set forth below. The Plaintiff has a private right of action under the Real Estate Settlement Procedures Act, 12 USC 2605(f) for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.

80. In December, 2014, the Plaintiff sent a request pursuant to Regulation X/Z, RESPA/TILA requesting a statement indicating any mortgage payment changes or adjustments since the inception of the loan.

81. The request was made by certified mail, having a tracking number 70142120000324763987/70142120000324763994. The request was mailed to the address noticed by

the Defendant on the periodic billing statement for requesting such information as provided for by 12 C.F.R. §1024.36(b).

82. The request was received by the Defendant, On December 26, 2014, as evidenced by the United States Postal Receipt, see Exhibit 10.

83. The thirty business day time period for responding to this request expired on February 10, 2015.

84. The Plaintiff did not receive the requested information.

85. As a result of this lack of compliance by the Defendant, the Defendant is liable to the Plaintiff for actual damages, costs, legal fees and, with a pattern and practice, statutory damages of up to $2,000.00.

**Seventh Count- RESPA (Reg X)**

86. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

87. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

88. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.

89. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.

90. The Defendant in this case is subject to the said Regulations and does not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither is Defendant a "qualified lender," as defined in 12 CFR 617.7000.

91. The Plaintiff is asserting a claim for relief against the Defendant for breach of the specific Rules under Regulation X as set forth below. The Plaintiff has a private right of action under the Real Estate Settlement Procedures Act, 12 USC 2605(f) for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.

92. In December, 2014, the Plaintiff sent a request pursuant to Regulation X/Z, RESPA/TILA requesting the date that the Defendant starting servicing the loan.

93. The request was made by certified mail, having a tracking number 70142120000324763987/70142120000324763994. The request was mailed to the address noticed by the Defendant on the periodic billing statement for requesting such information as provided for by 12 C.F.R. §1024.36(b).

94. The request was received by the Defendant, On December 26, 2014, as evidenced by the United States Postal Receipt, see Exhibit 10.

95. The thirty business day time period for responding to this request expired on February 10, 2015.

96. The Plaintiff did not receive the requested information.

97. As a result of this lack of compliance by the Defendant, the Defendant is liable to the Plaintiff for actual damages, costs, legal fees and, with a pattern and practice, statutory damages of up to $2,000.00.

**Eighth Count- RESPA (Reg X)**

98. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

99. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

100. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.

101. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.

102. The Defendant in this case is subject to the said Regulations and does not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither is Defendant a "qualified lender," as defined in 12 CFR 617.7000.

103. The Plaintiff is asserting a claim for relief against the Defendant for breach of the specific Rules under Regulation X as set forth below. The Plaintiff has a private right of action under the Real Estate Settlement Procedures Act, 12 USC 2605(f) for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.

104. In December, 2014, the Plaintiff sent a request pursuant to Regulation X/Z, RESPA/TILA requesting an updated escrow statement since January 1, 2012.

105. The request was made by certified mail, having a tracking number 70142120000324763987/70142120000324763994. The request was mailed to the address noticed by the Defendant on the periodic billing statement for requesting such information as provided for by 12 C.F.R. §1024.36(b).

106. The request was received by the Defendant, On December 26, 2014, as evidenced by the United States Postal Receipt, see Exhibit 10.

107. The thirty business day time period for responding to this request expired on February 10, 2015.

108. The Plaintiff did not receive the requested information.

109. As a result of this lack of compliance by the Defendant, the Defendant is liable to the Plaintiff for actual damages, costs, legal fees and, with a pattern and practice, statutory damages of up to $2,000.00.

110. The Defendant failure to properly respond to the aforementioned five separate requests for information clearly establishes a pattern and practice of noncompliance.

**Ninth Count- TILA (Reg Z)**

111. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

112. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

113. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.

114. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.

115. The Defendant in this case is subject to the said Regulations and does not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither is Defendant a "qualified lender," as defined in 12 CFR 617.7000.

116. The Plaintiff is asserting a claim for relief against the Defendant for breach of the specific Rules under Regulation X as set forth below. The Plaintiff has a private right of action under the Truth in Lending pursuant to 15 U.S.C.A. section 1641 for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.

117. In December, 2014, the Plaintiff requested a payoff pursuant to Regulation X/Z, RESPA/TILA.

118. The request was made by certified mail, having a tracking number 70142120000324764007/70142120000324764014. The request was mailed to the address noticed by the Defendant on the periodic billing statement for requesting such information as provided for by 12 C.F.R. §1024.36(b).

119. The request was received by the Defendant, On December 26, 2014, as evidenced by the United States Postal Receipt, see Exhibit 10.

120. The seven business day time period for responding to this request expired on January 7, 2015.

121. The Plaintiff did not receive the requested information.

122. As a result of this lack of compliance by the Defendant, the Defendant is liable to the Plaintiff for actual damages, costs, legal fees and statutory damages of up to $4,000.00.

**Count Ten- TILA (Reg. Z)**

123. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

124. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

125. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.

126. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.

127. The Defendant in this case is subject to the said Regulations and does not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither is Defendant a "qualified lender," as defined in 12 CFR 617.7000.

128. The Plaintiff is asserting a claim for relief against the Defendant for breach of the specific Rules under Regulation X as set forth below. The Plaintiff has a private right of action under the Truth in Lending pursuant to 15 U.S.C.A. section 1641 for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.

129. In December, 2014, the Plaintiff requested the identity and address for the owner of the Plaintiff's mortgage loan.

130. The request was made by certified mail, having a tracking number 70142120000324763987/70142120000324763994. The request was mailed to the address noticed by the Defendant on the periodic billing statement for requesting such information as provided for by 12 C.F.R. §1024.36(b).

131. The request was received by the Defendant, On December 26, 2014, as evidenced by the United States Postal Receipt, see Exhibit 10.

132. The ten business day time period for responding to this request expired on January 10, 2015.

133. The Plaintiff did not receive the requested information.

134. As a result of this lack of compliance by the Defendant, the Defendant is liable to the Plaintiff for actual damages, costs, legal fees and statutory damages of up to $4,000.00.

**Count Eleven - TILA (Reg. Z)**

135. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

136. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

137. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.

138. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.

139. The Defendant in this case is subject to the said Regulations and does not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither is Defendant a "qualified lender," as defined in 12 CFR 617.7000.

140. The Plaintiff is asserting a claim for relief against the Defendant for breach of the specific Rules under Regulation X as set forth below. The Plaintiff has a private right of action under the Truth in Lending pursuant to 15 U.S.C.A. section 1641 for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.

141. In December, 2014, the Plaintiff requested the identity and address for the master servicer of the Plaintiff's mortgage loan.

142. The request was made by certified mail, having a tracking number 70142120000324763987/70142120000324763994. The request was mailed to the address noticed by the Defendant on the periodic billing statement for requesting such information as provided for by 12 C.F.R. §1024.36(b).

143. The request was received by the Defendant, On December 26, 2014, as evidenced by the United States Postal Receipt, see Exhibit 10.

144. The ten business day time period for responding to this request expired on January 10, 2015.

145. The Plaintiff did not receive the requested information.

146. As a result of this lack of compliance by the Defendant, the Defendant is liable to the Plaintiff for actual damages, costs, legal fees and statutory damages of up to $4,000.00.

**Count Twelve - TILA (Reg. Z)**

147. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

148. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).

149. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.

150. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.

151. The Defendant in this case is subject to the said Regulations and does not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither is Defendant a "qualified lender," as defined in 12 CFR 617.7000.

152. The Plaintiff is asserting a claim for relief against the Defendant for breach of the specific Rules under Regulation X as set forth below. The Plaintiff has a private right of action under the Truth in Lending pursuant to 15 U.S.C.A. section 1641 for these breaches and such an action includes actual damages, costs, statutory damages and attorney's fees.

153. In December, 2014, the Plaintiff requested the identity and address for the current servicer of the Plaintiff's mortgage loan.

154. The request was made by certified mail, having a tracking number 70142120000324763987/70142120000324763994. The request was mailed to the address noticed by the Defendant on the periodic billing statement for requesting such information as provided for by 12 C.F.R. §1024.36(b).

155. The request was received by the Defendant, On December 26, 2014, as evidenced by the United States Postal Receipt, see Exhibit 10.

156. The ten business day time period for responding to this request expired on January 10, 2015.

157. The Plaintiff did not receive the requested information.

158. As a result of this lack of compliance by the Defendant, the Defendant is liable to the Plaintiff for actual damages, costs, legal fees and statutory damages of up to $4,000.00.

**Count Thirteen- Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq.**

159. Plaintiff incorporates by reference all of the above factual allegations and Exhibits as if fully set forth herein.

160. The Plaintiff in the action is a consumer, her mortgage is a consumer debt and the Defendant is a debt collector as defined by the FDCPA.

161. The Defendant has made false, deceptive and misleading statements to the Plaintiff regarding her mortgage loan, the accounting of her mortgage loan and the status of any default and/or right to accelerate and right to foreclose.

162. The Defendant has provided false, deceptive and misleading documents to the Plaintiff, see Exhibits 6, 9 and 10.

163. The Defendant has engaged in practices that are both unfair and unconscionable.

164. The Defendant has violated both 1692e and 1692f.

165. As a result of the Defendant's violations of the FDCPA, Plaintiff is entitled to actual damages pursuant to 15 U.S.C. §1692k(a)(1); statutory damages in an amount up to $1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A); and reasonable attorney's fees and costs pursuant to 15 U.S.C. §1692k(a)(3), from the Defendant.

**Actual Damages**

166. The Plaintiff incorporates herein by reference all preceding paragraphs as if fully set forth herein.

167. In this action, the Plaintiff has suffered the following actual damages:

a. Missed work

b. Travel expenses
c. Attorney fees
d. Mailings
e. Cost
f. Paying interest on the inaccurate loan amount and paying fees and charges
g. Emotional distress

168. The Plaintiff in this action has missed work to have to meet with counsel. The Plaintiff has had to travel and had cost involved with that relating to taking payments to Defendant's foreclosure mill firm and also meeting with counsel. The Plaintiff owes her counsel attorney fees for filing this action. The filing fees and mailing are also costs owed by Plaintiff to counsel. She has also missed opportunities to refinance based on the Defendant's reporting inaccurate and wrong information to the credit bureaus, credit denial attached as Exhibit 11. The Plaintiff has paid a reinstatement fee and has paid fees and charges based on the Defendant's inaccurate accounting.

169. The Plaintiff in this action has suffered emotional distress. She has had to explain to her ex-husband and numerous family members that her home should not be in foreclosure. She has had to endure having her home published as a foreclosure and numerous solicitations regarding the publication. She has to explain to her eight year old son that they are safe and that they are not going to lose their home and try to calm him relating to the people coming to the house and looking in the window. Even after she paid a lump sum to the foreclosure mill to stop the foreclosure, she gets an individual that comes to her home advising that she needs to contact the Defendant because her home is still in foreclosure and she sees a picture of her home listed on a website for foreclosure. She has been prescribed medicine to deal the enormous stress and anxiety that she is experiencing.

**WHEREFORE**, the Plaintiff having set forth the claims for relief against the Defendant respectfully pray of the Court as follows:

A. That the Plaintiff recovers based on her first claim for relief , fraudulent-negligent mortgage servicing (Paragraphs 35-39, 166-169) against the Defendant injunctive relief, monetary damages and punitive damages including attorney's fees.

B. That the Plaintiff recovers based on her second claim for relief, breach of contract (Paragraphs 40-46, 166-169) against the Defendant injunctive relief, monetary damages and punitive damages including attorney's fees.

C. That the Plaintiff recovers based on her third claim for relief, promissory estoppel (Paragraphs 47-496, 166-169) against the Defendant injunctive relief, monetary damages and punitive damages including attorney's fees.

D. That the Plaintiff recovers from the Defendant actual and statutory damages with pattern and practice of $2,000.00 and attorney's fees based on the Plaintiff's fourth claim (paragraphs 50-61, 166-169) for relief under the provisions of RESPA and Regulation X.

E. That the Plaintiff recovers from the Defendant actual and statutory damages with pattern and practice of $2,000.00 and attorney's fees based on the Plaintiff's fifth claim (paragraphs 62-73, 166-169) for relief under the provisions of RESPA and Regulation X.

F. That the Plaintiff recovers from the Defendant actual and statutory damages with pattern and practice of $2,000.00 and attorney's fees based on the Plaintiff's sixth claim (paragraphs 74-85, 166-169) for relief under the provisions of RESPA and Regulation X.

G. That the Plaintiff recovers from the Defendant actual and statutory damages with pattern and practice of $2,000.00 and attorney's fees based on the Plaintiff's seventh claim (paragraphs 86-97, 166-169) for relief under the provisions of RESPA and Regulation X.

H. That the Plaintiff recovers from the Defendant actual and statutory damages with Pattern and practice of $2,000.00 and attorney's fees based on the Plaintiff's eighth claim (paragraphs 98-110, 166-169) for relief under the provisions of RESPA and Regulation X.

I. That the Plaintiff recovers from the Defendant actual and statutory damages of $4,000.00 and attorney's fees based on the Plaintiff's ninth claim (paragraphs 111-122, 166-169) for relief under the provisions of RESPA and Regulation X.

J. That the Plaintiff recovers from the Defendant actual and statutory damages of $4,000.00 and attorney's fees based on the Plaintiff's tenth claim (paragraphs 123-134, 166-169) for relief under the provisions of RESPA and Regulation X.

K. That the Plaintiff recovers from the Defendant actual and statutory damages of $4,000.00 and attorney's fees based on the Plaintiff's eleventh claim (paragraphs 135-146, 166-169) for relief under the provisions of RESPA and Regulation X.

L. That the Plaintiff recovers from the Defendant actual and statutory damages of $4,000.00 and attorney's fees based on the Plaintiff's twelfth claim (paragraphs 111-122, 166-169) for relief under the provisions of RESPA and Regulation X.

M. That the Plaintiff recovers from the Defendant actual and statutory damages and attorney's fees based on the Plaintiff's thirteenth claim for relief under the provisions of FDCPA, (paragraphs 159-169) and 15 U.S.C. § 1692.

N. That the Plaintiff recovers any further relief as the Court may deem just and proper, including but limited to, exemplary damages that deter the Defendant from future similar conduct.

Date this the 13th day of February 2015.

Harlan, Slocum & Quillen,

/s/ Keith D Slocum
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Exhibit List:

Exhibit 1: Deed of Trust 10.15.2008
Exhibit 2: Loan Modification 5.2013
Exhibit 3: Proof of payments post loan modification
Exhibit 4: Proof of reinstatement check
Exhibit 5: Bank notice check from Defendant returned

Exhibit 6: Foreclosure notices from Mill firm
Exhibit 7: Solicitations
Exhibit 8: RESPA/TILA requests
Exhibit 9: Defendant's statements
Exhibit 10: Credit reports (portions dealing with Defendant's claim)
Exhibit 11: Credit denial letter

VERIFICATION OF COMPLAINT
AND CERTIFICATION BY PLAINTIFF

Amber Jackson Turnipseed:

I, Amber Jackson Turnipseed, having first been duly sworn and upon oath, depose and say as follows:

I am the Plaintiff in this civil proceeding.

1. I have read the above-entitled civil Complaint prepared by my attorney and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.

2. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.

3. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.

4. I am bringing this civil Complaint in good faith and solely for the purposes set forth in it.

Amber Jackson

Amber Jackson Turnipseed

Subscribed and sworn to before me
this 13th day of February, 2015.

Judy Dobbins

Notary Public
My commission expires Sept 10, 2018

JUDY ANN DOBBINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 10, 2018